



Mark Young
President

Page Baldwin Jr.
Trustee

Matt Gause
Trustee

Richard Harris
Trustee

Marshall Cook
Trustee

AGENDA

**Meeting of the
Reclamation District 2084
Board of Trustees
Thursday, May 4th, 2023
8:30 am**

Larsen Wurzel and Associates, Inc.
2450 Venture Oaks Way
Suite 240
Sacramento, CA 95833

Alternative Location:
Office of Page Baldwin, Jr.
3348 Liberty Island Road
Rio Vista, CA 94571

NOTICE TO THE PUBLIC

For Virtual Public Access:
Meeting Link (via Microsoft Teams):

[Click here to join the meeting](#)

Call in:

1-469-294-4078

Meeting number/access code: 157 348 221#

Any member of the public appearing virtually may speak during Public Comment. Reclamation District No. 2084 will use best efforts to swiftly resolve requests for reasonable modifications or accommodations with individuals with disabilities, consistent with the Americans with Disabilities Act, and resolving any doubt whatsoever in favor of accessibility.

- 1. Call to Order**
- 2. Roll Call and Opening Remarks**
- 3. Public Comment (New Business)**

This is an opportunity for members of the public to directly address the Board on subject matter not on the agenda within the jurisdiction of the Board.

- 4. Agenda Approval**
- 5. Consent Items (Action Item)**

- a. Approval of Meeting Minutes

1. April 12th, 2023

Enclosure 1: Agenda Item 5.a.1 – Meeting Minutes

- 6. Board Items** (Action item unless otherwise noted)
 - a. Discuss Amendment to RD 2084 – LEJPA Funding Agreement (Informational)
Enclosure 2: Agenda Item 6.a – Staff Report regarding RD2084-LEJPA Funding Agreement Update
 - b. Approve CEQA Subventions Resolution
Enclosure 3: Agenda Item 6.b – Resolution 2022/23- 10
- 7. Operations and Maintenance Update** (Informational/Action Item)
 - a. Update from MBK Engineers
Enclosure 4: Agenda Item 7.a – May 2023 Engineer’s Report
 - b. Ongoing Maintenance Items
- 8. Financial Management** (Informational/Action Item)
 - a. Invoicing
Enclosure 5: Agenda Item 8.a – April Financial Manager’s Report
 - b. Workshop Fiscal Year 2023/2024 Budget (Informational)
Enclosure 6: Agenda Item 8.b – Final Draft FY23/24 Budget
- 9. Little Egbert Project Update** (Informational Only)
- 10. Other Reports** (Informational Only)
 - a. Trustee Report(s)
 - b. General Manager’s Report
 - c. Counsel Report (if needed)
- 11. Adjourn**
 - a. The next regular Board meeting is June 1st, 2023.

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- Any documents related to agenda items that are made available to the Board before the meeting will be available for review by the public by contacting info@rd2084.org.
 - If you need reasonable accommodation due to a disability, please contact info@rd2084.org at least 48 hours in advance of the meeting. This contact information may also be used for any questions you may have.
 - Public comments are generally limited to three (3) minutes but may be more or less at the discretion of the Board.
 - The Board may consider the agenda items listed above in a different order at the meeting, pursuant to the determination of the Board Chair. All items appearing on this agenda, whether or not listed expressly for action, may be deliberated upon and subject to action at the discretion of the Board.

ENCLOSURE 1

AGENDA ITEM 5.a.1



MINUTES

**Meeting of the
Reclamation District 2084
Board of Trustees
Wednesday, April 12th, 2023
10:00 am**

Larsen Wurzel and Associates, Inc.
2450 Venture Oaks Way
Suite 240
Sacramento, CA 95833

NOTICE TO THE PUBLIC

For Virtual Public Access:
Meeting Link (via Microsoft Teams):
[Click here to join the meeting](#)

Call in:

1-469-294-4078

Meeting number/access code: 586 373 168#

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1. Call to Order

The meeting was called to order at 10:03am. President Young presided.

2. Roll Call and Opening Remarks

Trustees Present: Mark Young, President

Marshall Cook

Richard Harris

Trustees Absent: Matt Gause

Page Baldwin, Jr.

3. Public Comment (New Business)

There was no public comment.

4. Agenda Approval

Trustee Harris moved to approve the agenda. Trustee Cook seconded and it passed by unanimous vote of Trustees present.

AYES: Cook, Harris, Young

NOES: (none)

Mark Young
President

Page Baldwin Jr.
Trustee

Matt Gause
Trustee

Richard Harris
Trustee

Marshall Cook
Trustee

ABSTAIN: (none)

RECUSE: (none)

5. Consent Items (Action Item)

a. Approval of Meeting Minutes

1. March 2nd, 2023

Enclosure 1: Agenda Item 5.a.1 – Meeting Minutes

Trustee Harris moved to approve consent items. Trustee Cook seconded and it passed by unanimous vote of Trustees present.

AYES: Cook, Harris, Young

NOES: (none)

ABSTAIN: (none)

RECUSE: (none)

6. Board Items (Action item unless otherwise noted)

a. Update on Form 700s (Informational)

RD 2084 staff shared that Form 700s are mostly submitted. Staff reminded those without submitted forms to submit them as soon as possible.

7. Operations and Maintenance Update (Informational/Action Item)

a. Update from MBK Engineers

Enclosure 2: Agenda Item 7.a – April 2023 Engineer's Report

b. Ongoing Maintenance Items

Engineer Moncrief addressed ongoing maintenance items and storm repair items. Flows have decreased and levee patrols have slowed and are returning to regular intervals. There are no major spikes in flow predicted during spring melts.

There is some roadwork that could be done before the end of June. There is also the erosion repair location. There are potentially different funding sources for this repair.

Emergency repairs are being covered through FEMA. There is an Exploratory call upcoming via Teams or Zoom. FEMA may also cover the costs for replacing materials used from the DWR supply bin.

c. Approve Pump Replacement

Enclosure 3: Agenda Item 7.c – Quote from Delta Pump Co.

Trustee Cook moved to approve pump improvements and authorize the Board President to pay improvements up to \$50,000.

Trustee Harris seconded and it passed by unanimous vote of Trustees present.

AYES: Cook, Harris, Young

NOES: (none)

ABSTAIN: (none)

RECUSE: (none)

8. Financial Management (Informational/Action Item)

a. Invoicing

Enclosure 4: Agenda Item 8.a – March Financial Manager’s Report
Financial Manager Brown reviewed the District’s financial position.

b. Fiscal Year 2023/2024 Budget Workshop

Enclosure 5: Agenda Item 8.b – DRAFT FY23/24 Budget
Financial Manager Brown introduced the draft budget for next Fiscal Year. An updated draft will be sent to the Board prior to the May meeting.

9. Little Egbert Project Update (Informational Only)

- a. The Little Egbert Multi-Benefit Project Feasibility Study should be wrapping up soon. A funding agreement with DWR is expected to be executed before the end of the Fiscal Year for support in developing the Environmental Impact Report. DWR continues to express high commitment to the Project.
- b. LEJPA sponsored AB 345, giving DWR discretionary authority for advanced payments and retention adjustments for flood and habitat restoration projects. The bill passed unanimously out of committee and is headed to appropriations.
- c. SB 638 is a bond measure sponsored by the California Central Valley Flood Control Association. Senator Eggman is sponsoring. There was a hearing on the same day as AB 345 and the bond measure was well supported by the committee. The bond proposes \$6 billion in funding with 100% being allocated to flood.
- d. The Solano County staff has asked LEJPA to present at the Board of Supervisors meeting on August 8th. The CEQA Notice of Preparation should be released by that time.

10. Other Reports (Informational Only)

a. Trustee Report(s)

Trustee Harris – Attended the recent CCVFCA Flood Forum. The presentation focused on large, damaging floods and had some interesting discussions on statistics.

b. General Manager’s Report

None

c. Counsel Report (if needed)

None

11. Adjourn

a. The next regular Board meeting is May 4th, 2023.

Trustee Harris moved to adjourn the meeting.

Trustee Cook seconded and it passed by unanimous vote of Trustees present.

AYES: Cook, Harris, Young

NOES: (none)

ABSTAIN: (none)

RECUSE: (none)

The meeting was adjourned at 11:09am.

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 - If you need reasonable accommodation due to a disability, please contact info@rd2084.org at least 48 hours in advance of the meeting. This contact information may also be used for any questions you may have.
 - Public comments are generally limited to three (3) minutes but may be more or less at the discretion of the Board.
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ENCLOSURE 2

AGENDA ITEM 6.a



To: Reclamation District 2084 Board of Trustees
From: Jeff Brown, District Financial Manager
Subject: RD 2084 – LEJPA FUNDING AGREEMENT

Objective:

The objective of this report is twofold:

1. To present sufficient information to the RD2084 Board of Directors (Board) to assist in decision making which will either result in amending the funding agreement between RD2084 and LEJPA, or leaving the funding agreement as-is. The result of this decision will be published in the LEJPA FY 21/22 final audit report and will reflect LEJPA's current financial position. The full implications are discussed in detail below.

Recommendation:

District Staff respectfully recommends the Board take action to approve the amendment of the funding agreement to state that that, if, at the end of the LEMBP (Project) there are monies from this funding agreement remaining, they will be granted back to RD 2084.

Background:

Amendment 1 to the RD2084/LEJPA Funding Agreement provides a total of up to \$700,000 in seed funding money, in which Section 5 of the Seed Money funding original agreement states that this amount is loan which must be paid back.

As of March 2023, LEJPA has expended \$302,685.32 which leaves \$397,314.68 remaining between the initial funding agreement and amendment #1. RD 2084 currently has budgeted an additional \$300,000 for the 23/24 Fiscal year against this funding agreement. At the end of the of the 23/24 Fiscal year, it is predicted that less than \$100,000 will remain.

LEJPA has less than \$10,000 in stand-alone (unrestricted) revenues to repay the \$700,000 that was issued in the two funding agreements.

If no action were taken to amend the funding agreement language, the Auditor will close the books to LEJPA in a negative equity outlook for the Agency's annual audit. This can have long lasting negative

implications for LEJPAs ability to secure public funds to continue it's objective and may present the agency financial management in a poor light.

Option A:

Amend the funding agreement to clarify that the monies awarded are not a loan, but a grant that will only be repaid after the LEMBP has been completed **and if** there are remaining funds.

Pros: Amending the funding agreement loan conditions to non-repayable will provide clarity and lead to a much cleaner audit.

Cons: Amending the funding agreement will take much longer to implement and execute as the Board must vote on this.

Option B:

Leave the funding agreement as-is and close the books to negative equity.

Pros: No additional action will be required

Cons: Since LEJPA technically does not have any revenue to cover this as a loan, leaving the funding agreement as-is may present poor optics in that only grant funds would be available to repay loans to a member agency. The resulting audit and lack of working capital may put future funding, and the project, in jeopardy.

Attachments:

- A. RD 2084 – LEJPA Seed Funding Agreement**
- B. RD 2084 – LEJPA Seed Funding Agreement Amendment #1**
- C. LEJPA Cash Flow Model produced 4/2023**

SEED MONEY FUNDING AGREEMENT

BETWEEN RECLAMATION DISTRICT NO. 2084 AND WESTERVELT ECOLOGICAL SERVICES TO ADVANCE THE LITTLE EGBERT MULTI-BENEFIT PROJECT

This Seed Money Funding Agreement (Agreement) is between Reclamation District No. 2084 (RD 2084) and Westervelt Ecological Services, LLC, and Delaware limited liability company (WES) to provide initial funding for the advancement of the Little Egbert Multi-Benefit Project and is made for convenience on this ____ day of February, 2020 (the Effective Date).

1. Recitals.

A. Whereas, RD 2084 currently maintains the levees surrounding the Little Egbert Tract (LET) and has provided assurances regarding those levees; and

B. Whereas, WES has purchased a significant majority of the lands in the LET; and

C. Whereas, WES desires to construct a multi-benefit project on the lands it owns in the LET (the Little Egbert Multi-Benefit Project – “LEMBP”) but in order to construct the LEMBP all or some of the levees operated and maintained by RD 2084 will need to be modified; and

D. Whereas, as the primary landowner within RD 2084, WES has an obligation to provide funding to RD 2084 to allow it to continue to operate; and

E. WES desires RD 2084 to take various steps in pursuit of the LEMBP and wishes to provide seed funding to RD 2084 to pay for those costs; and

F. Whereas, RD 2084 is willing to take various steps in pursuit of the LEMBP upon receipt of seed funding from WES.

Now, therefore, in consideration of the promises made herein, the Parties do hereby agree as follows:

2. Performance of Operation and Maintenance and Advancement of Little Egbert Multi-Benefit Project. In consideration of WES funding provided under Section 3 below, and subject to all requirements of State and Federal law, RD 2084 will (i) continue to operation and maintain the RD 2084 facilities and (ii) consider taking actions to advance the LEMBP. While the operation and maintenance scope and the LEMBP Scope of Work may be updated from time to time and is ultimately subject to the adopted RD 2084 budget and any contracts approved by the RD 2084 Board to further the LEMBP, the expected operation and maintenance and LEMBP tasks for which the seed funding will be used are reflected in the 2019-2020 budget attached hereto as Attachment A (the Approved 2019-2020 Budget).

3. Seed Funding by WES.

A. To date, WES has previously paid the following amounts to RD 2084 for purposes consistent with this Agreement: \$0.

B. WES agrees to provide advance funding to RD 2084 in amounts described in the Approved 2019-2020 Budget so that RD 2084 may operate and maintain the facilities of RD 2084 and pursue the LEMBP. WES agrees to provide advance funding of such amounts to RD 2084 no less often than quarterly. By letter exchange the Parties may supplement the Approved 2019-2020 Budget to increase the funding to be provided by WES.

C. RD 2084 agrees to adopt a budget each fiscal year and to provide notice of the draft budget to WES to allow WES to comment on the draft budget, and to provide WES with a copy of the final approved budget. Once the budget is adopted WES agrees, during the Term (as defined below), to continue to provide no less than quarterly funding in amounts described in the approved budget to support RD 2084 in a manner consistent with the budget.

4. Term and Termination. The initial term of this Agreement (Term) shall commence on the Effective Date and terminate on June 30, 2020. The Term will automatically thereafter be renewed for successive twelve (12) month periods, unless either party provides the other party with written notice by June 1st of the then-current Term that such party elects not to renew the Term for an additional period, in which case this Agreement shall automatically terminate upon the expiration of the then-current Term.

5. Security for and Repayment of the Seed Funding.

A. All seed funding provided by WES to RD 2084 under this Agreement shall be unsecured.

B. It is the intention of the Parties that at some point in the future RD 2084 may seek grants from various non-profits or government agencies which may pay some of the costs of RD 2084 operating and maintaining the district or advancing the LERP. In the event that such grants allow RD 2084 to repay any of the seed funding to WES, then some or all of the seed funding shall be repaid, without interest, based on the amount of grants received. This obligation shall survive any termination or expiration of this Agreement.

C. Unless the seed funding is repaid by June 30, 2029 from any allowable grants, the seed funding debt shall be deemed forgiven by WES on that date.

6. Additional Provisions.

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of California, without regard to conflicts of laws principles. Any action to compel arbitration or to enforce an arbitrator's decision pursuant to Section 6.K. shall be brought in Yolo County Superior Court.

B. Time is of the Essence. For purposes of this Agreement, time is of the essence.

C. Entire Agreement; Amendment. This Agreement constitutes the entire Agreement among the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings of the Parties regarding the subject matter hereof. This Agreement may not be amended except by the mutual written consent of all the Parties.

D. Waiver. Any provision of this Agreement may be waived at any time by the Party entitled to the benefit thereof, but only by a writing signed by such Party stating that it waives such provision. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision nor shall any waiver constitute a continuing waiver.

E. Severability. If any provision of this Agreement is held invalid or unenforceable, the other provisions of this Agreement shall remain in full force and effect provided that the severance of the invalid or unenforceable provisions does not result in a material failure of consideration under this Agreement to any party hereto.

F. Headings. The headings of this Agreement are included for convenience only and shall not affect the construction or interpretation of the Agreement.

G. Counterparts. This Agreement may be executed in one or more counterparts, including email/.PDF or facsimile, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to constitute one and the same instrument.

H. Authority. The undersigned certify that they are fully authorized by the Party or Parties whom they represent to enter into the terms and conditions of this Agreement and able to legally bind such Party or Parties hereto.

I. Interpretation. This Agreement shall be deemed to have been prepared equally by all the Parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for any one Party on the basis that another Party prepared it.

J. Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (1) on the date delivered by hand; (2) the

next business day following the date sent by overnight delivery service or sent by email; or (3) on the third business day after mailing if deposited in the U.S. mail to the following addresses:

(1) Any notice to be given to WES should be addressed as follows (or to such other address as WES may specify from time to time):

Westervelt Ecological Services, LLC
600 North Market Boulevard, Suite 3
Sacramento, CA 95834
Attention: Hal Holland
Email: hholland@westervelt.com
Phone: (916) 646-3644


(2) Any notice to be given to RD 2084 should be addressed as follows (or to such other address as RD 2084 may specify from time to time):

Reclamation District No. 2084
c/o Larsen Wurzel & Associates
2450 Venture Oaks Drive, Suite 240
Sacramento, CA 95833
Email: eric@larsenwurzel.com
Phone: (916) 600-9749

K. Arbitration. All disputes arising out of this Agreement shall be submitted to final and binding arbitration. A Party seeking to arbitrate a dispute arising out of this Agreement must notify the other Parties to the dispute in writing of its intent to arbitrate any claim for breach or enforcement of any provision of this Agreement within 1 year of discovery of the last event giving rise to the claim for breach or enforcement. Any such timely and properly noticed claim for breach or enforcement of any provision of this Agreement shall be submitted to binding arbitration through the American Arbitration Association in accordance with the National Rules for Commercial Disputes. Each Party that is a party to the dispute shall, before arbitration commences, pay equal shares of the entire expected cost of the arbitration. At the conclusion of the arbitration, the arbitrator may award the prevailing Party some or all the arbitration costs, but no attorneys' fees incurred in connection with the arbitration, shall be awarded. The decision of the arbitrator shall be final and conclusive, and the Parties waive the right to a trial de novo or appeal excepting only for the purpose of enforcing the arbitrator's decision.

IN WITNESS WHEREOF, the Parties agree to the provisions set forth herein as evidenced by the signature of their authorized representatives below:

**Westervelt Ecological Services, LLC,
a Delaware limited liability company**

By: 
Name: Charles Hottel
Title: Director, WEC

Reclamation District No. 2084

Mark Young

by: 
President, Board of Trustees

Approved as to Form:

By: _____
Scott L. Shapiro
General Counsel

ATTACHMENT A

Approved RD 2084 Budget for Fiscal Year 2019-2020

(Attached)

**AMENDMENT NO. 1
TO
FUNDING AGREEMENT**

**BETWEEN RECLAMATION DISTRICT NO. 2084
AND THE LITTLE EGBERT JOINT POWERS AGENCY
TO ADVANCE THE LITTLE EGBERT RESTORATION PROJECT**

WHEREAS, Reclamation District 2084 (RD 2084) and the Little Egbert Joint Powers Agency (LEJPA) entered into a Seed Money Funding Agreement (Agreement) on March 4th, 2021 to advance the Little Egbert Multi-Benefit Project (LEMBP).

WHEREAS, within the Agreement, RD 2084 agreed to contribute up to a total of \$200,000 for LEJPA invoices.

WHEREAS, the Board of Trustees of RD 2084 approved resolution 2020/21-8 adopting the Fiscal Year 2021-22 Budget which included \$500,000 for contributions to LEJPA.

NOW, THEREFORE, BE IT RESOLVED BY THE AFOREMENTIONED PARTIES THAT:

Section 3(A) of the Seed Money Funding Agreement be amended so that RD 2084 agree to contribute up to **\$700,000** to LEJPA in support of the LEMBP.

AND, all other provisions remain as previously agreed.

IN WITNESS WHEREOF, the Parties agree to the provisions set forth herein as evidenced by the signature of their authorized representatives below:

Reclamation District No. 2084

Mark Young

by: _____
President, Board of Trustees

Approved as to Form:

By: _____
Scott L. Shapiro
General Counsel

Little Egbert Joint Powers Agency

Richard Harris

by: _____
Chair, Board of Directors

Approved as to Form:

By: _____
Scott L. Shapiro
General Counsel

Table R-1		1	2	2	2	3	3	3	4	4	4	5	5	5	6	6	6	7	7	7	8
Little Egbert Joint Powers Agency		2021.03	2021.04	2021.05	2021.06	2021.07	2021.08	2021.09	2021.10	2021.11	2021.12	2022.01	2022.02	2022.03	2022.04	2022.05	2022.06	2022.07	2022.08	2022.09	2022.10
Monthly Agency Cash Flow		A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
WBS	DESCRIPTION	Mar 2021	Apr 2021	May 2021	Jun 2021	Jul 2021	Aug 2021	Sep 2021	Oct 2021	Nov 2021	Dec 2021	Jan 2022	Feb 2022	Mar 2022	Apr 2022	May 2022	Jun 2022	Jul 2022	Aug 2022	Sep 2022	Oct 2022
BEGINNING CASH BALANCE		0	0	0	0	0	0	0	667,517	667,517	771,809	298,509	299,172	94,052	864,206	435,680	344,016	295,202	211,198	836,198	958,206
EXPENSES																					
GENERAL OPERATING & ADMINISTRATION (GO&A) EXPENSES																					
Reimbursable CNRA Expenses																					
22351	Accounting Support							0	0	0	0	0	0	0	0	0	0	0	0	0	0
22352	County Treasury Services (Overhead)							0	0	0	0	0	155	0	1,070	0	58	0	0	0	0
22353	Auditing Services							0	0	0	0	0	0	0	0	0	0	0	0	0	0
22711	Computer/Software/Website							0	0	0	0	0	0	0	1,500	0	0	0	0	0	0
20501	Liability Insurance (Overhead)							0	0	0	0	0	0	0	990	0	0	0	0	0	0
Subtotal Reimbursable CNRA Expenses		0	0	0	0	0	0	0	0	0	0	0	155	0	3,560	0	58	0	0	0	0
Non-Reimbursable CNRA Expenses																					
22501	State Lobbying							17,150	0	25,650	8,500	0	17,150	8,500	8,650	8,500	8,500	8,500	0	0	17,150
21702	ASFPM - Dues							0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal Non-Reimbursable CNRA Expenses		0	0	0	0	0	0	17,150	0	25,650	8,500	0	17,150	8,500	8,650	8,500	8,500	8,500	0	0	17,150
SUBTOTAL GO&A EXPENSES		0	0	0	0	0	0	17,150	0	25,650	8,500	0	17,305	8,500	12,210	8,500	8,558	8,500	0	0	17,150
CAPITAL IMPROVEMENT PROJECT EXPENSES																					
22381	Element 1: Planning, Coordination, Outreach							59,641	0	34,710	46,120	0	19,718	28,251	24,697	34,667	22,384	14,570	0	0	18,486
22382	Element 2: Assessment & Data Collection							0	0	0	581,510	0	157,054	0	382,440	28,067	0	45,474	0	0	383,635
22382-1	Geotechnical Evaluations							0	0	0	410,681	0	43,948	0	129,230	10,972	0	3,949	0	0	217,680
22382-2	Hydrology & Hydraulic Evaluations							0	0	0	60,443	0	61,254	0	94,070	1,264	0	11,222	0	0	71,966
22382-3	Supplemental Biological & Cultural Evaluation							0	0	0	37,925	0	39,794	0	56,459	13,660	0	11,001	0	0	34,830
22382-4	Conceptual Design & Survey							0	0	0	72,462	0	12,058	0	102,683	2,171	0	19,302	0	0	59,159
22383	Element 3: Development of Draft & Final Evaluations							0	0	0	1,375	0	0	0	108	0	0	0	0	0	2,570
22383-1	Grant Summary Report							0	0	0	625	0	0	0	0	0	0	0	0	0	0
22383-2	Draft & Final Feasibility Study							0	0	0	750	0	0	0	108	0	0	0	0	0	2,570
22384	Element 4: Project Management							48,607	0	35,348	35,795	0	11,044	14,390	20,188	20,430	18,766	15,460	0	0	9,883
22364	Administrative Support							46,116	0	22,349	28,933	0	8,888	11,993	16,415	15,726	13,082	13,953	0	0	5,718
22394	Legal Support							2,491	0	12,999	6,862	0	2,156	2,397	3,773	4,704	5,684	1,507	0	0	4,165
22385	Element 5: Draft Project Scope, Schedule, and Budget							0	0	0	0	0	0	0	0	0	0	0	0	0	0
22389	Element 6: Future CNRA Work							0	0	0	0	0	0	0	0	0	0	0	0	0	0
SUBTOTAL CAPITAL IMPROVEMENT PROJECT EXPENSES		0	0	0	0	0	0	108,248	0	70,058	664,800	0	187,815	42,642	427,433	83,163	41,150	75,504	0	0	414,574
CEQA SUPPORT PROJECT EXPENSES																					
22386	Element 1: Project Management							0	0	0	0	0	0	0	0	0	0	0	0	0	0
22387	Element 2: Environmental Compliance Support							0	0	0	0	0	0	0	0	0	0	0	0	0	0
22388	Element 3: Technical Eval. and Pre. Civil Design Support							0	0	0	0	0	0	0	0	0	0	0	0	0	0
22388-1	Monthly Technical Meetings							0	0	0	0	0	0	0	0	0	0	0	0	0	0
22388-2	Hydraulic Modeling							0	0	0	0	0	0	0	0	0	0	0	0	0	0
22388-3	Geotechnical Support and Borrow Evaluations							0	0	0	0	0	0	0	0	0	0	0	0	0	0
22388-4	Basis of Design Reports							0	0	0	0	0	0	0	0	0	0	0	0	0	0
22388-5	Civil Design Plans							0	0	0	0	0	0	0	0	0	0	0	0	0	0
22388-6	Cost Estimates							0	0	0	0	0	0	0	0	0	0	0	0	0	0
SUBTOTAL CEQA SUPPORT PROJECT EXPENSES		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL EXPENSES		0	0	0	0	0	0	125,398	0	95,708	673,300	0	205,120	51,142	439,643	91,663	49,708	84,004	0	0	431,724
CUMULATIVE TOTAL EXPENSES		0	0	0	0	0	0	125,398	125,398	221,106	894,406	894,406	1,099,526	1,150,667	1,590,310	1,681,974	1,731,682	1,815,686	1,815,686	1,815,686	2,247,411
REVENUES																					
95691	CNRA Prop 68 Grant Revenues [1]							625,000	0	0	0	0	0	821,295	10,905	0	0	0	625,000	0	0
95692	CNRA Prop 68 Amended Grant Revenues [1]																				
95692	DWR SWFRR CEQA Support [1]							0	0	0	0	0	0	0	0	0	0	0	0	0	0
95111	RD 2084 Direct Funding							167,915	0	200,000	200,000	0	0	0	0	0	0	0	0	120,000	0
95112	RD 2084 Direct Funding CNRA																				
95113	RD 2084 Direct Funding DWR																				
9401-1	CNRA Prop 68 Grant Revenues - Interest Earned							0	0	0	0	555	0	0	212	0	894	0	0	2,008	0
9401-2	RD 2084 Direct Funding - Interest Earned							0	0	0	0	108	0	0	0	0	0	0	0	0	0
TOTAL REVENUES		0	0	0	0	0	0	792,915	0	200,000	200,000	663	0	821,295	11,117	0	894	0	625,000	122,008	0
ENDING CASH BALANCE		0	0	0	0	0	0	667,517	667,517	771,809	298,509	299,172	94,052	864,206	435,680	344,016	295,202	211,198	836,198	958,206	526,482

[1] Retention estimated to be paid six months after end of project.

[2] Actual expenditures through April 2023.

Table R-1		8	8	9	9	9	10	10	10
Little Egbert Joint Powers Agency		2022.11	2022.12	2023.01	2023.02	2023.03	2023.04	2023.05	2023.06
Monthly Agency Cash Flow		A	A	A	A	A	A	P	P
WBS	DESCRIPTION	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023 [2]	May 2023	Jun 2023
BEGINNING CASH BALANCE		526,482	455,971	867,245	463,091	463,091	463,091	463,091	516,040
EXPENSES									
GENERAL OPERATING & ADMINISTRATION (GO&A) EXPENSES									
Reimbursable CNRA Expenses									
22351	Accounting Support	0	0	0	0	0	0	0	0
22352	County Treasury Services (Overhead)	0	0	0	0	0	0	0	0
22353	Auditing Services	0	0	0	0	0	0	9,900	0
22711	Computer/Software/Website	0	0	0	0	0	0	1,500	0
20501	Liability Insurance (Overhead)	0	0	0	0	0	0	0	0
Subtotal Reimbursable CNRA Expenses		0	0	0	0	0	0	11,400	0
Non-Reimbursable CNRA Expenses									
22501	State Lobbying	0	17,150	8,500	0	0		34,300	8,500
21702	ASFPM - Dues	0	0	0	0	0			
Subtotal Non-Reimbursable CNRA Expenses		0	17,150	8,500	0	0	0	34,300	8,500
SUBTOTAL GO&A EXPENSES		0	17,150	8,500	0	0	0	45,700	8,500
CAPITAL IMPROVEMENT PROJECT EXPENSES									
22381	Element 1: Planning, Coordination, Outreach	37,326	24,272	63,905	0	0	0	54,889	10,000
22382	Element 2: Assessment & Data Collection	0	278,188	309,306	0	0	0	386,826	137,000
22382-1	Geotechnical Evaluations	0	121,231	117,544	0	0	0	140,249	15,000
22382-2	Hydrology & Hydraulic Evaluations	0	1,393	115,103	0	0	0	42,286	25,000
22382-3	Supplemental Biological & Cultural Evaluation	0	610	26,774	0	0	0	28,436	28,000
22382-4	Conceptual Design & Survey	0	154,954	49,884	0	0	0	175,855	69,000
22383	Element 3: Development of Draft & Final Evaluations	0	250	2,625	0	0	0	8,036	55,575
22383-1	Grant Summary Report	0	0	0	0	0	0	2,642	5,575
22383-2	Draft & Final Feasibility Study	0	250	2,625	0	0	0	5,394	50,000
22384	Element 4: Project Management	33,185	13,867	20,626	0	0	0	60,196	27,500
22364	Administrative Support	33,185	11,613	15,824	0	0	0	51,962	23,000
22394	Legal Support	0	2,254	4,802	0	0	0	8,234	4,500
22385	Element 5: Draft Project Scope, Schedule, and Budget	0	0	2,267	0	0	0	18,479	8,000
22389	Element 6: Future CNRA Work	0	0	0	0	0	0	0	0
SUBTOTAL CAPITAL IMPROVEMENT PROJECT EXPENSES		70,511	316,576	398,729	0	0	0	528,425	238,075
CEQA SUPPORT PROJECT EXPENSES									
22386	Element 1: Project Management	0	0	0	0	0	0	0	0
22387	Element 2: Environmental Compliance Support	0	0	0	0	0	0	0	0
22388	Element 3: Technical Eval. and Pre. Civil Design Support	0	0	0	0	0	0	0	0
22388-1	Monthly Technical Meetings	0	0	0	0	0	0	0	0
22388-2	Hydraulic Modeling	0	0	0	0	0	0	0	0
22388-3	Geotechnical Support and Borrow Evaluations	0	0	0	0	0	0	0	0
22388-4	Basis of Design Reports	0	0	0	0	0	0	0	0
22388-5	Civil Design Plans	0	0	0	0	0	0	0	0
22388-6	Cost Estimates	0	0	0	0	0	0	0	0
SUBTOTAL CEQA SUPPORT PROJECT EXPENSES		0	0	0	0	0	0	0	0
TOTAL EXPENSES		70,511	333,726	407,229	0	0	0	574,125	246,575
CUMULATIVE TOTAL EXPENSES		2,317,922	2,651,648	3,058,877	3,058,877	3,058,877	3,058,877	3,633,002	3,879,577
REVENUES									
95691	CNRA Prop 68 Grant Revenues [1]	0	625,000	0	0	0		625,000	0
95692	CNRA Prop 68 Amended Grant Revenues [1]								
95692	DWR SWFRR CEQA Support [1]	0	0	0	0	0	0	0	0
95111	RD 2084 Direct Funding	0	120,000	0	0	0	0	0	0
95112	RD 2084 Direct Funding CNRA								
95113	RD 2084 Direct Funding DWR								
9401-1	CNRA Prop 68 Grant Revenues - Interest Earned	0	0	3,075	0	0	0	2,000	0
9401-2	RD 2084 Direct Funding - Interest Earned	0	0	0	0	0	0	74	0
TOTAL REVENUES		0	745,000	3,075	0	0	0	627,074	0
ENDING CASH BALANCE		455,971	867,245	463,091	463,091	463,091	463,091	516,040	269,465

[1] Retention estimated to be paid six months after end of project.

[2] Actual expenditures through April 2023.

Table R-1 Little Egbert Joint Powers Agency Monthly Agency Cash Flow		11 2023.07 P	11 2023.08 P	11 2023.09 P	12 2023.10 P	12 2023.11 P	12 2023.12 P	13 2024.01 P	13 2024.02 P	13 2024.03 P	14 2024.04 P	14 2024.05 P	14 2024.06 P	15 2024.07 P	15 2024.08 P	15 2024.09 P	16 2024.10 P	16 2024.11 P
WBS	DESCRIPTION	Jul 2023	Aug 2023	Sep 2023 PPP Ends	Oct 2023	Nov 2023	Dec 2023	Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024	Jun 2024	Jul 2024	Aug 2024	Sep 2024	Oct 2024	Nov 2024
BEGINNING CASH BALANCE		269,465	751,386	695,385	516,052	337,052	385,461	572,611	817,761	882,311	946,061	1,147,171	1,458,455	1,769,738	2,093,021	2,516,471	2,787,121	3,058,571
EXPENSES																		
GENERAL OPERATING & ADMINISTRATION (GO&A) EXPENSES																		
Reimbursable CNRA Expenses																		
22351	Accounting Support	0	0	0	0	0	0	0	0					0	0			
22352	County Treasury Services (Overhead)	0	0	0	0	0	0	0	0	800				0	0	800		
22353	Auditing Services	0	0	0	0	0	0	0	0		12,950			0	0			
22711	Computer/Software/Website	0	0	0	0	0	0	0	0		1,500			0	0			
20501	Liability Insurance (Overhead)	0	0	0	0	0	0	0	0		990			0	0			
Subtotal Reimbursable CNRA Expenses		0	0	0	0	0	0	0	0	800	15,440	0	0	0	0	800	0	0
Non-Reimbursable CNRA Expenses																		
22501	State Lobbying	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500
21702	ASFPM - Dues																	
Subtotal Non-Reimbursable CNRA Expenses		8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500
SUBTOTAL GO&A EXPENSES		8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	9,300	23,940	8,500	8,500	8,500	8,500	9,300	8,500	8,500
CAPITAL IMPROVEMENT PROJECT EXPENSES																		
22381	Element 1: Planning, Coordination, Outreach	10,000	10,000	10,000	10,000	6,365	0	0	0	0	0	0	0	0	0	0	0	0
22382	Element 2: Assessment & Data Collection	33,504	22,500	22,500	22,500	18,474	0	0	0	0	0	0	0	0	0	0	0	0
22382-1	Geotechnical Evaluations	7,500	5,000	5,000	5,000	5,000	0	0	0	0	0	0	0	0	0	0	0	0
22382-2	Hydrology & Hydraulic Evaluations	10,000	5,000	5,000	5,000	5,000	0	0	0	0	0	0	0	0	0	0	0	0
22382-3	Supplemental Biological & Cultural Evaluation	12,000	7,500	7,500	7,500	7,500	0	0	0	0	0	0	0	0	0	0	0	0
22382-4	Conceptual Design & Survey	4,004	5,000	5,000	5,000	974	0	0	0	0	0	0	0	0	0	0	0	0
22383	Element 3: Development of Draft & Final Evaluations	55,575	55,575	26,833	26,500	26,500	0	0	0	0	0	0	0	0	0	0	0	0
22383-1	Grant Summary Report	5,575	5,575	6,833	6,500	6,500	0	0	0	0	0	0	0	0	0	0	0	0
22383-2	Draft & Final Feasibility Study	50,000	50,000	20,000	20,000	20,000	0	0	0	0	0	0	0	0	0	0	0	0
22384	Element 4: Project Management	27,500	27,500	27,500	27,500	27,216	0	0	0	0	0	0	0	0	0	0	0	0
22364	Administrative Support	23,000	23,000	23,000	23,000	23,000	0	0	0	0	0	0	0	0	0	0	0	0
22394	Legal Support	4,500	4,500	4,500	4,500	4,216	0	0	0	0	0	0	0	0	0	0	0	0
22385	Element 5: Draft Project Scope, Schedule, and Budget	8,000	8,000	8,000	8,000	6,254	0	0	0	0	0	0	0	0	0	0	0	0
22389	Element 6: Future CNRA Work	0	0	0	0	0	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000
SUBTOTAL CAPITAL IMPROVEMENT PROJECT EXPENSES		134,579	123,575	94,833	94,500	84,809	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000
CEQA SUPPORT PROJECT EXPENSES																		
22386	Element 1: Project Management	0	45,000	45,000	45,000	45,000	45,000	45,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
22387	Element 2: Environmental Compliance Support	0	31,000	31,000	31,000	37,000	37,000	37,000	38,000	38,000	38,000	38,000	38,000	38,000	31,000	31,000	31,000	24,000
22388	Element 3: Technical Eval. and Pre. Civil Design Support	0	87,222	108,056	108,056	108,056	108,056	108,056	424,722	424,722	424,722	337,500	337,500	337,500	20,833	0	0	0
22388-1	Monthly Technical Meetings	0	0	20,833	20,833	20,833	20,833	20,833	20,833	20,833	20,833	20,833	20,833	20,833	20,833	0	0	0
22388-2	Hydraulic Modeling	0	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	0	0	0	0	0	0	0
22388-3	Geotechnical Support and Borrow Evaluations	0	37,222	37,222	37,222	37,222	37,222	37,222	37,222	37,222	37,222	0	0	0	0	0	0	0
22388-4	Basis of Design Reports	0	0	0	0	0	0	0	16,667	16,667	16,667	16,667	16,667	16,667	0	0	0	0
22388-5	Civil Design Plans	0	0	0	0	0	0	0	300,000	300,000	300,000	300,000	300,000	300,000	0	0	0	0
22388-6	Cost Estimates	0	0	0	0	0	0	0	0	0	0	16,667	16,667	16,667	0	0	0	0
SUBTOTAL CEQA SUPPORT PROJECT EXPENSES		0	163,222	184,056	184,056	190,056	190,056	190,056	482,722	482,722	482,722	412,167	412,167	412,167	71,833	51,000	51,000	44,000
TOTAL EXPENSES		143,079	208,075	179,333	179,000	283,365	130,500	130,500	106,500	107,300	121,940	123,167	123,167	123,167	99,500	100,300	99,500	92,500
CUMULATIVE TOTAL EXPENSES		4,022,656	4,230,731	4,410,064	4,589,064	4,872,429	5,002,929	5,133,429	5,239,929	5,347,229	5,469,169	5,592,335	5,715,502	5,838,669	5,938,169	6,038,469	6,137,969	6,230,469
REVENUES																		
95691	CNRA Prop 68 Grant Revenues [1]	625,000	0		0	32,800	0	Retention 210,000		0	0	0	0	Retention		0	0	0
95692	CNRA Prop 68 Amended Grant Revenues [1]						152,000				152,000			12,000		152,000		
95692	DWR SWFRR CEQA Support [1]	0	0	0	0	146,900	165,650	165,650	171,050	171,050	171,050	434,450	434,450	434,450	370,950	370,950	370,950	64,650
95111	RD 2084 Direct Funding	0	150,000	0	0	150,000	0	0	0	0	0	0	0	0	0	0	0	0
95112	RD 2084 Direct Funding CNRA																	
95113	RD 2084 Direct Funding DWR																	
9401-1	CNRA Prop 68 Grant Revenues - Interest Earned	0	2,000	0	0	2,000	0	0	0	0	0	0	0	0	0	0	0	0
9401-2	RD 2084 Direct Funding - Interest Earned	0	74	0	0	74	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL REVENUES		625,000	152,074	0	0	331,774	317,650	375,650	171,050	171,050	323,050	434,450	434,450	446,450	522,950	370,950	370,950	64,650
ENDING CASH BALANCE		751,386	695,385	516,052	337,052	385,461	572,611	817,761	882,311	946,061	1,147,171	1,458,455	1,769,738	2,093,021	2,516,471	2,787,121	3,058,571	3,030,721

[1] Retention estimated to be paid six months after end of project.

[2] Actual expenditures through April 2023.

Table R-1 Little Egbert Joint Powers Agency Monthly Agency Cash Flow		16 2024.12 P	17 2025.01 P	17 2025.02 P	17 2025.03 P	18 2025.04 P	18 2025.05 P	18 2025.06 P	19 2025.07 P	
WBS	DESCRIPTION	Dec 2024	Jan 2025	Feb 2025	Mar 2025	Apr 2025	May 2025	Jun 2025	Jul 2025	TOTAL
BEGINNING CASH BALANCE		3,030,721	3,136,121	3,101,521	3,048,621	2,994,921	3,081,331	3,035,431	2,989,531	
EXPENSES										
GENERAL OPERATING & ADMINISTRATION (GO&A) EXPENSES										
Reimbursable CNRA Expenses										
22351	Accounting Support		0	0					0	0
22352	County Treasury Services (Overhead)		0	0	800				0	3,683
22353	Auditing Services		0	0		10,200			0	33,050
22711	Computer/Software/Website		0	0		1,500			0	6,000
20501	Liability Insurance (Overhead)		0	0		990			0	2,970
Subtotal Reimbursable CNRA Expenses		0	0	0	800	12,690	0	0	0	45,703
Non-Reimbursable CNRA Expenses										
22501	State Lobbying	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	409,200
21702	ASFPM - Dues									
Subtotal Non-Reimbursable CNRA Expenses		8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	409,200
SUBTOTAL GO&A EXPENSES		8,500	8,500	8,500	9,300	21,190	8,500	8,500	8,500	454,903
CAPITAL IMPROVEMENT PROJECT EXPENSES										
22381	Element 1: Planning, Coordination, Outreach	0	0	0	0	0	0	0	0	540,000
22382	Element 2: Assessment & Data Collection	0	0	0	0	0	0	0	0	2,808,978
22382-1	Geotechnical Evaluations	0	0	0	0	0	0	0	0	1,237,984
22382-2	Hydrology & Hydraulic Evaluations	0	0	0	0	0	0	0	0	514,001
22382-3	Supplemental Biological & Cultural Evaluation	0	0	0	0	0	0	0	0	319,488
22382-4	Conceptual Design & Survey	0	0	0	0	0	0	0	0	737,504
22383	Element 3: Development of Draft & Final Evaluations	0	0	0	0	0	0	0	0	261,521
22383-1	Grant Summary Report	0	0	0	0	0	0	0	0	39,825
22383-2	Draft & Final Feasibility Study	0	0	0	0	0	0	0	0	221,696
22384	Element 4: Project Management	0	0	0	0	0	0	0	0	522,500
22364	Administrative Support	0	0	0	0	0	0	0	0	433,756
22394	Legal Support	0	0	0	0	0	0	0	0	88,744
22385	Element 5: Draft Project Scope, Schedule, and Budget	0	0	0	0	0	0	0	0	67,000
22389	Element 6: Future CNRA Work	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	800,000
SUBTOTAL CAPITAL IMPROVEMENT PROJECT EXPENSES		40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	5,000,000
CEQA SUPPORT PROJECT EXPENSES										
22386	Element 1: Project Management	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	630,000
22387	Element 2: Environmental Compliance Support	24,000	24,000	24,000	24,000	24,000	17,000	17,000	17,000	720,000
22388	Element 3: Technical Eval. and Pre. Civil Design Support	0	0	0	0	0	0	0	0	2,935,000
22388-1	Monthly Technical Meetings	0	0	0	0	0	0	0	0	250,000
22388-2	Hydraulic Modeling	0	0	0	0	0	0	0	0	450,000
22388-3	Geotechnical Support and Borrow Evaluations	0	0	0	0	0	0	0	0	335,000
22388-4	Basis of Design Reports	0	0	0	0	0	0	0	0	100,000
22388-5	Civil Design Plans	0	0	0	0	0	0	0	0	1,800,000
22388-6	Cost Estimates	0	0	0	0	0	0	0	0	50,000
SUBTOTAL CEQA SUPPORT PROJECT EXPENSES		44,000	44,000	44,000	44,000	44,000	37,000	37,000	37,000	4,335,000
TOTAL EXPENSES		92,500	92,500	92,500	93,300	105,190	85,500	85,500	85,500	23,627,709
CUMULATIVE TOTAL EXPENSES		6,322,969	6,415,469	6,507,969	6,601,269	6,706,459	6,791,959	6,877,459	6,962,959	
REVENUES										
			Retention						Retention	
95691	CNRA Prop 68 Grant Revenues [1]	0		0	0	0	0	0		4,200,000
95692	CNRA Prop 68 Amended Grant Revenues [1]	152,000	12,000			152,000			16,000	800,000
95692	DWR SWFRR CEQA Support [1]	45,900	45,900	39,600	39,600	39,600	39,600	39,600	871,500	4,633,500
95111	RD 2084 Direct Funding	0	0	0	0	0	0	0	0	1,107,915
95112	RD 2084 Direct Funding CNRA									
95113	RD 2084 Direct Funding DWR									
9401-1	CNRA Prop 68 Grant Revenues - Interest Earned	0	0	0	0	0	0	0	0	12,745
9401-2	RD 2084 Direct Funding - Interest Earned	0	0	0	0	0	0	0	0	330
TOTAL REVENUES		197,900	57,900	39,600	39,600	191,600	39,600	39,600	887,500	7,485,240
ENDING CASH BALANCE		3,136,121	3,101,521	3,048,621	2,994,921	3,081,331	3,035,431	2,989,531	3,791,531	

[1] Retention estimated to be paid six months after end of project.

[2] Actual expenditures through April 2023.

FUNDING AGREEMENT

BETWEEN RECLAMATION DISTRICT NO. 2084 AND THE LITTLE EGBERT JOINT POWERS AGENCY TO ADVANCE THE LITTLE EGBERT RESTORATION PROJECT

This interim Seed Money Funding Agreement (Agreement) is between Reclamation District No. 2084 (RD 2084) the Little Egbert Joint Powers Agency (LEJPA) to provide funding for the advancement of the Little Egbert Restoration Project and is made for convenience on this 4th day of March, 2021. Each such entity is sometimes referred to herein as a Party and collectively as the Parties.

1. Recitals.

A. Whereas, RD 2084 currently maintains the restricted-height levee on the north and east sides of Little Egbert Tract (LET) and has provided assurances to the State government regarding this levee; and

B. Whereas, RD 2084 has taken a position to support the construction of a multi-benefit project in the LET (the Little Egbert Multi-Benefit Project – “LEMBP”); and

C. Whereas, in order to advance the LEMBP, RD 2084 has partnered with Reclamation District No. 536 (RD 536) and has formed the Little Egbert Joint Powers Agency (LEJPA); and

D. Whereas, RD 2084 has in place an agreement whereby it can obtain funds in order to advance the LEMBP and LEJPA does not currently have a source for such funds; and

E. Whereas, RD 2084 is willing to take various steps in pursuit of the LEMBP including providing funds to LEJPA to allow it to advance the LEMBP.

Now, therefore, in consideration of the promises made herein, the Parties do hereby agree as follows:

2. Advancement of Little Egbert Restoration Project. In consideration of RD 2084 funding provided under Section 3 below, and subject to all requirements of State and Federal law, LEJPA will advance the LEMBP.

3. Seed Funding and Payment of Invoices by RD 2084.

A. RD 2084 agrees to pay all invoices presented to it by LEJPA in support of the LEMBP, up to a total of \$200,000. LEJPA may also request additional seed funding from RD 2084 and RD 2084 shall consider such a request. LEJPA agrees to not submit invoices for

payment if it has sufficient financial means from other sources or from non-dedicated reserves to pay those invoices. By letter exchange the Parties may modify this total to increase the funding to be provided by RD 2084.

B. The Parties agree that the type of invoices to be paid shall include consulting, legal, insurance, web services, lobbying, outreach, and other similar sorts of services.

4. Security for and Repayment of the Seed Funding or Payment of Invoices.

A. All seed funding or payment of invoices provided by RD 2084 to LEJPA under this Agreement shall be unsecured.

B. The Parties understand that seed funding or payment of invoices by RD 2084 will be repaid to RD 2084 when and if LEJPA has the means to repay it. However, unless the seed funding is repaid by June 30, 2031, from any allowable grants, the seed funding debt shall be deemed forgiven by RD 2084 on that date. The repayment date may be extended upon agreement of both Parties.

5. Additional Provisions.

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of California, without regard to conflicts of laws principles. Any action to compel arbitration or to enforce an arbitrator's decision pursuant to Section 5.K. shall be brought in Solano County Superior Court.

B. Time is of the Essence. For purposes of this Agreement, time is of the essence.

C. Entire Agreement; Amendment. This Agreement constitutes the entire Agreement among the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings of the Parties regarding the subject matter hereof. This Agreement may not be amended except by the mutual written consent of all the Parties.

D. Waiver. Any provision of this Agreement may be waived at any time by the Party entitled to the benefit thereof, but only by a writing signed by such Party stating that it waives such provision. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision nor shall any waiver constitute a continuing waiver.

E. Severability. If any provision of this Agreement is held invalid or unenforceable, the other provisions of this Agreement shall remain in full force and effect provided that the

severance of the invalid or unenforceable provisions does not result in a material failure of consideration under this Agreement to any party hereto.

F. Headings. The headings of this Agreement are included for convenience only and shall not affect the construction or interpretation of the Agreement.

G. Counterparts. This Agreement may be executed in one or more counterparts, including facsimile, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to constitute one and the same instrument.

H. Authority. The undersigned certify that they are fully authorized by the Party or Parties whom they represent to enter into the terms and conditions of this Agreement and able to legally bind such Party or Parties hereto.

I. Interpretation. This Agreement shall be deemed to have been prepared equally by all the Parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for any one Party on the basis that another Party prepared it.

J. Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (1) on the date delivered by hand; (2) the next business day following the date sent by overnight delivery service or sent by facsimile; or (3) on the third business day after mailing if deposited in the U.S. mail to the following addresses:

(1) Any notice to be given to RD 2084 should be addressed as follows (or to such other address as RD 2084 may specify from time to time):

Reclamation District No. 2084
Attn: President
P.O. Box 698
Rio Vista, CA 94571
Email: info@rd2084.org

(2) Any notice to be given to LEJPA should be addressed as follows (or to such other address as LEJPA may specify from time to time):

Little Egbert Joint Powers Agency
2450 Venture Oaks Way, Suite 240
Sacramento, CA 95833
Email: rcharris2010@gmail.com

K. Arbitration. All disputes arising out of this Agreement shall be submitted to final and binding arbitration. A Party seeking to arbitrate a dispute arising out of this Agreement must notify the other Parties to the dispute in writing of its intent to arbitrate any claim for breach or enforcement of any provision of this Agreement within 1 year of discovery of the last event giving rise to the claim for breach or enforcement. Any such timely and properly noticed claim for breach or enforcement of any provision of this Agreement shall be submitted to binding arbitration through the American Arbitration Association in accordance with the National Rules for Commercial Disputes. Each Party that is a party to the dispute shall, before arbitration commences, pay equal shares of the entire expected cost of the arbitration. At the conclusion of the arbitration, the arbitrator may award the prevailing Party some or all the arbitration costs, but no attorneys' fees incurred in connection with the arbitration, shall be awarded. The decision of the arbitrator shall be final and conclusive, and the Parties waive the right to a trial de novo or appeal excepting only for the purpose of enforcing the arbitrator's decision.

IN WITNESS WHEREOF, the Parties agree to the provisions set forth herein as evidenced by the signature of their authorized representatives below:

Reclamation District No. 2084

Mark Young

by: Mark F. Young
President, Board of Trustees

Approved as to Form:

By: Scott L. Shapiro
General Counsel

Little Egbert Joint Powers Agency

Richard Harris

by: Richard Harris
Chair, Board of Directors

Approved as to Form:

By: Scott L. Shapiro
General Counsel

**AMENDMENT NO. 1
TO
FUNDING AGREEMENT**

**BETWEEN RECLAMATION DISTRICT NO. 2084
AND THE LITTLE EGBERT JOINT POWERS AGENCY
TO ADVANCE THE LITTLE EGBERT RESTORATION PROJECT**

WHEREAS, Reclamation District 2084 (RD 2084) and the Little Egbert Joint Powers Agency (LEJPA) entered into a Seed Money Funding Agreement (Agreement) on March 4th, 2021 to advance the Little Egbert Multi-Benefit Project (LEMBP).

WHEREAS, within the Agreement, RD 2084 agreed to contribute up to a total of \$200,000 for LEJPA invoices.

WHEREAS, the Board of Trustees of RD 2084 approved resolution 2020/21-8 adopting the Fiscal Year 2021-22 Budget which included \$500,000 for contributions to LEJPA.

NOW, THEREFORE, BE IT RESOLVED BY THE AFOREMENTIONED PARTIES THAT:

Section 3(A) of the Seed Money Funding Agreement be amended so that RD 2084 agree to contribute up to **\$700,000** to LEJPA in support of the LEMBP.

AND, all other provisions remain as previously agreed.

IN WITNESS WHEREOF, the Parties agree to the provisions set forth herein as evidenced by the signature of their authorized representatives below:

Reclamation District No. 2084

Mark Young

by: DocuSigned by: Mark J Young 7/20/2021
E85ECD42A34549E...
President, Board of Trustees

Little Egbert Joint Powers Agency

Richard Harris

by: DocuSigned by: Richard Harris 7/19/2021
A8DB416CF1674FA...
Chair, Board of Directors

Approved as to Form:

By: DocuSigned by: Scott Shapiro 7/19/2021
09D5A2A1CB36400...
Scott L. Shapiro
General Counsel

Approved as to Form:

By: DocuSigned by: Scott Shapiro 7/19/2021
09D5A2A1CB36400...
Scott L. Shapiro
General Counsel

ENCLOSURE 3

AGENDA ITEM 6.b

RECLAMATION DISTRICT NO. 2084

RESOLUTION NO. 2022/23 - 10

DELTA LEVEES MIANTENANCE SUBVENTIONS PROGRAM

RESOLVED that the work included in Reclamation District No. 2084's ("District") 2023-2024 Delta Levees Maintenance Subventions Program Application consists of the maintenance and/or repair of existing levee improvements which involves negligible or no expansion of said improvements' existing uses and, hence, falls within the categorical exemption to the California Environmental Quality Act set forth in California Code of Regulations, title 14, section 15301; that said work does not constitute an exception to the exemptions of the California Environmental Quality Act; and that the District's Engineer is authorized to prepare and file with the County of Solano the appropriate Notice of Exemption on behalf of the District.

RESOLVED that the President or Secretary of Reclamation District No. 2084 be and hereby is authorized to execute on behalf of this District that Agreement between the Central Valley Flood Protection Board and the District covering participation in the Delta Levees Maintenance Subventions Program pursuant to Part 9, Division 6 of the Water Code as amended by SB 34, Chapter 28, Statutes of 1988 for fiscal year 2023-2024 and the work to be reported to the State thereunder is determined to be categorically exempt under the California Environmental Quality Act (Pub. Resources Code, § 21000 et seq.) for the reasons set forth above.

CERTIFICATION

I, Mark Young, President of Reclamation District No. 2084, do hereby certify that the above is a true and correct copy of the resolution duly adopted by the Board of Trustees of Reclamation District No. 2084 on this day, _____.

Executed on _____, in _____, California.

Mark Young, President

ENCLOSURE 4

AGENDA ITEM 7.a

MEMORANDUM

May 4, 2023

TO: Reclamation District No. 2084

FROM: MBK Engineers

SUBJECT: May Engineer's Report

Trustees:

Described below are the items constituting the engineer's report to be discussed at your scheduled May 2023 meeting.

Winter- Spring 2023 Activities

- 1) Seepage monitoring: Continue to monitor seepage along Cache Slough periodically during normal tidal cycle.
- 2) Erosion monitoring: As part of levee patrols, District should monitor levee for active movement, prepare cost estimate for Cache Slough Repair, given possible assistance for FEMA. Determining permitting pathway required by FEMA, or normal regulatory processes.
- 3) Animal control: monitor waterside slope and shoulder for sinkholes or signs of fresh beaver activity; monitor landside slope for burrowing rodents. New sinkhole downstream of erosion slough needs to be monitored and repaired when conditions improve.
- 4) Roadway Grading – If a significant dry period is maintained the District should consider a contract to repair rutting to the gravel roadway. This work should be eligible for FEMA, and we should bid/construct prior to the end of this FY.

Runoff Forecast – No Runoff Concerns with Sac System – Ensure you have adequate flood fight supplies. While we will be experiencing a series of storms, the system still has capacity, although much less than we did in early January. Reservoirs are generally getting full or are being maintained at or near Top of Conservation. There will be more runoff throughout the spring and early summer as snow runoff starts in earnest. There are no signs that these higher flows will lead to flood levels at or near the stage we experienced in January or March.

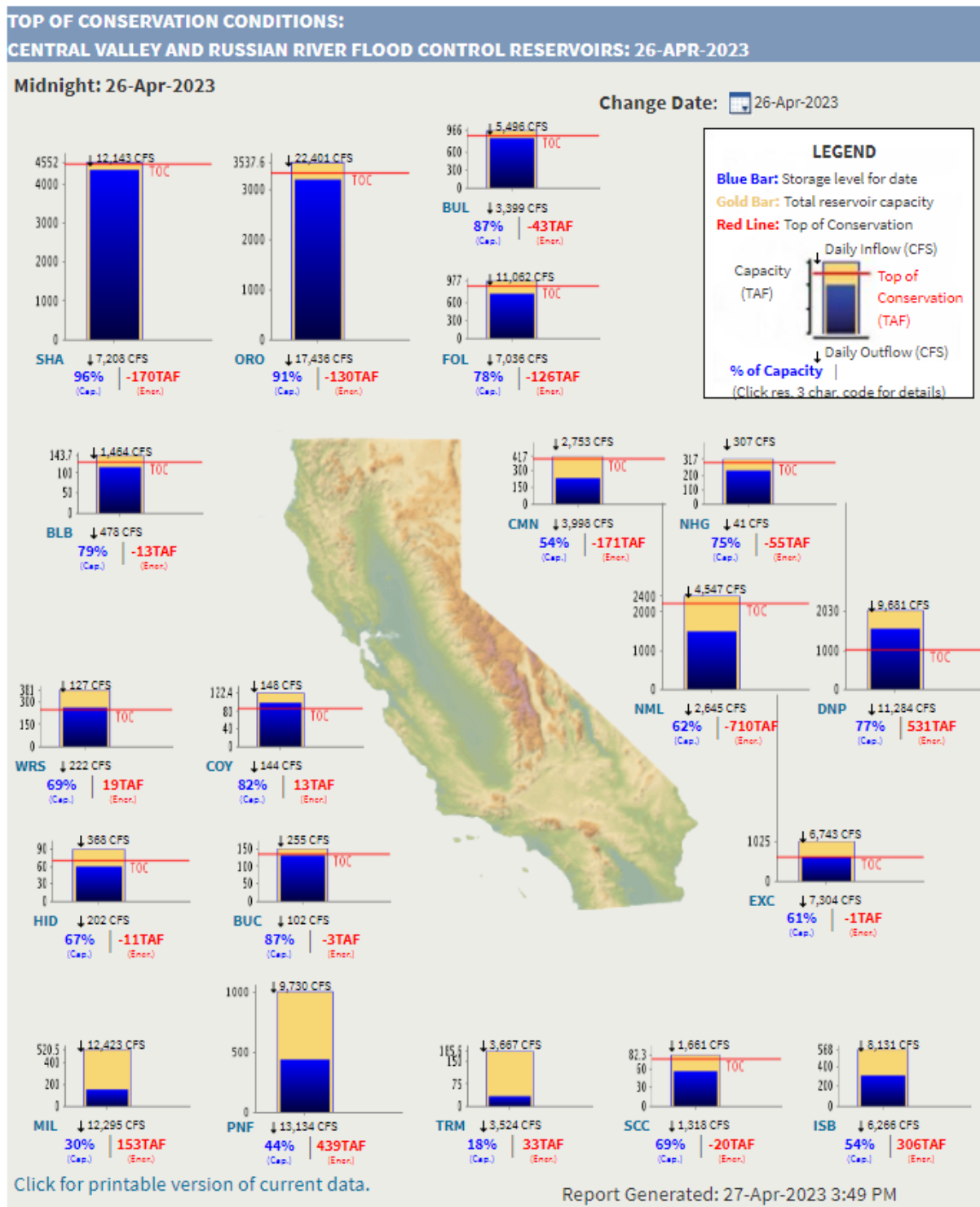
FEMA/OES Coordination – The District and MBK have started coordination with FEMA/OES, and have had the EC and RSM meetings. We will continue to work with the District on the recovery side of this emergency. It is good timing to start bidding for Roadway Repairs as soon as possible.

Erosion Slip Repair considerations: We have reviewed the bathymetry data to help understand the near-surface and channel geometry at the emergency erosion repair site. There is a deep hole adjacent to the toe of the levee at this location, and the preliminary cross section data shows a steep levee embankment and slope within the channel, which gives the District perspective on possible future design for a permanent repair. We will submit this project as a permanent repair through FEMA for consideration, along with the

emergency measure work already performed during the flood event. Depending on the FEMA approval/obligation the District can consider next options for moving forward with permanent repairs. If a waterside repair is performed, I'd suggest considering an RGP8 federal emergency permit

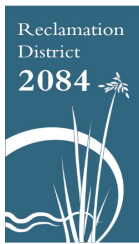
Thanks

mil/2023



ENCLOSURE 5

AGENDA ITEM 8.a



FINANCIAL MANAGER'S REPORT

Reclamation District 2084 Board of Directors

As of April 30th 2023

Paid Invoices	Invoices Pending	Total Invoiced
\$188,838.48	\$15,130.60	\$203,969.08

Current Budget	Less Invoice total	Budget Balance
\$499,334.00	\$203,969.08	\$295,364.92

Revenue Balance	Less Invoice total	Project Balance
\$268,472.35	\$203,969.08	\$64,503.27

Action Item

Informational Only.

Revenue	Vendor	Invoice #	Date	Amount
Expenses	Vendor	Invoice #	Date	Amount
1	LWA	1912000-0223	3/28/2023	\$ 4,606.00
2	PG&E	04062023	4/6/2023	\$ 10,524.60

Fiscal Impact

District Invoices # 1-2 were reviewed and found to be consistent with the contract and within budget. The total invoiced amount approved in April is **\$15,130.60**

RECLAMATION DISTRICT 2084

Fiscal Year (FY) 2022-2023 (July 1st - June 30th)

REVENUES (Funds 100 and 200)

	Initial Budget	Revenues YTD	Current Receipts	Total Revenues
100100 Balance in Account (Carryover from 21/22) ^[4]		\$ 108,472.35		
100101A Assessment to Landowner	\$ 659,334.00	\$ 160,000.00	\$ -	\$ 268,472.35
100102 Five-Year Plan Funding	\$ -	\$ -	\$ -	\$ -
100103 Levee Subventions Program ^[1]	\$ 80,000.00	\$ -	\$ -	\$ -
TOTAL REVENUES (Funds 100 and 200)	\$ 499,334.00	\$ 268,472.35	\$ -	\$ 268,472.35

GO&A EXPENSES (Fund 100)

Personnel:

	Initial Budget	Prior Expenses	Current Expenses	Total Expenses
100201 President/Trustees/Officers	\$ -	\$ -	\$ -	\$ -
100202 Support Staff	\$ -	\$ -	\$ -	\$ -
100203 LEJPA Special Representative	\$ 18,000.00	\$ 12,000.00	\$ -	\$ 12,000.00
100204 Board Member Compensation ^[3]	\$ 9,000.00	\$ 5,314.53	\$ -	\$ 5,314.53
Subtotal Personnel	\$ 27,000.00	\$ 17,314.53	\$ -	\$ 17,314.53

Administrative Contract Services:

100301 Administrative Support	\$ 75,000.00	\$ 52,550.93	\$ 4,606.00	\$ 57,156.93
100302 Legal Support	\$ 8,000.00	\$ 3,615.98	\$ -	\$ 3,615.98
100303a Engineering Support	\$ 25,000.00	\$ -	\$ -	\$ -
100303b Engineering Support - Subventions ^[2]	\$ 37,500.00	\$ 9,797.00	\$ -	\$ 9,797.00
100304 Accounting	\$ 7,200.00	\$ 7,200.00	\$ -	\$ 7,200.00
100308 Five Year Plan Development	\$ 15,000.00	\$ 5,239.00	\$ -	\$ 5,239.00
Subtotal Administrative Contract Services	\$ 167,700.00	\$ 78,402.91	\$ 4,606.00	\$ 83,008.91

Services and Supplies (Excluding Consultant Expenses):

100502 PO Box Renewal	\$ 210.00	\$ 224.00	\$ -	\$ 224.00
100505 Website & Hosting	\$ 360.00	\$ 801.88	\$ -	\$ 801.88
100508a FMA - Dues	\$ 90.00	\$ -	\$ -	\$ -
100508b ASFP - Dues	\$ 160.00	\$ -	\$ -	\$ -
100508c CCVFCA - Dues	\$ 1,250.00	\$ 1,215.00	\$ -	\$ 1,215.00
100510 Liability Insurance	\$ 7,000.00	\$ -	\$ -	\$ -
100512 Bank Service Charges	\$ -	\$ 1.25	\$ -	\$ 1.25
100513 CA SWRCB Annual Fee	\$ 277.00	\$ 365.00	\$ -	\$ 365.00
Subtotal Services / Supplies	\$ 9,347.00	\$ 2,607.13	\$ -	\$ 2,607.13

TOTAL GO&A EXPENSES (Fund 100):

O&M EXPENSES (Fund 200):

200200 Levee Slope/Bench Mowing ^[2]	\$ 12,888.00	\$ -	\$ -	\$ -
200201 Rodent Control ^[2]	\$ 10,000.00	\$ -	\$ -	\$ -
200202 Levee Top & Access Road Maintenance ^[2]	\$ 50,000.00	\$ -	\$ -	\$ -
200203 Drainage Channel Clearing	\$ 15,000.00	\$ -	\$ -	\$ -
200204 Pump Station O&M	\$ 20,000.00	\$ 1,198.26	\$ -	\$ 1,198.26
200205 Electrical Power	\$ 70,000.00	\$ 28,866.75	\$ 10,524.60	\$ 39,391.35
200206 Misc. Supplies (pump oil, etc.)	\$ 1,000.00	\$ -	\$ -	\$ -
200207 General Maintenance ^[2]	\$ 20,000.00	\$ -	\$ -	\$ -
200208 Misc. O&M	\$ -	\$ -	\$ -	\$ -
200209 Brush Removal/Herbicide ^[2]	\$ 38,000.00	\$ 8,650.00	\$ -	\$ 8,650.00
200210 Emergency Monitoring/Gaging and Response ^[2]	\$ 20,000.00	\$ -	\$ -	\$ -
200211 CDFW Routine Maintenance Agreement Permit	\$ 3,886.00	\$ -	\$ -	\$ -
200212 Waterside Slope Maintenance ^[2]	\$ 50,000.00	\$ 21,735.04	\$ -	\$ 21,735.04
TOTAL O&M EXPENSES (Fund 200):	\$ 310,774.00	\$ 60,450.05	\$ 10,524.60	\$ 70,974.65

EMERGENCY RESPONSE EXPENSES (Fund 400):

400204 Pump Station O&M	\$ -	\$ 5,690.00	\$ -	\$ 5,690.00
400205 Electrical Power	\$ -	\$ 21,910.86	\$ -	\$ 21,910.86
400206 Misc. Supplies (pump oil, etc.)	\$ -	\$ -	\$ -	\$ -
400207 General Maintenance	\$ -	\$ -	\$ -	\$ -
400210 Emergency Monitoring/Gaging and Response	\$ -	\$ 2,463.00	\$ -	\$ 2,463.00
TOTAL EMERGENCY RESPONSE EXPENSES (Funds 400):	\$ -	\$ 30,063.86	\$ -	\$ 30,063.86
TOTAL AGENCY EXPENSES (Funds 100 200 and 400):	\$ 514,821.00	\$ 188,838.48	\$ 15,130.60	\$ 203,969.08

Total Expenses YTD	Revenue less Expenses	Budget less Expenses
\$ 203,969.08	\$ 64,503.27	\$ 295,364.92

LEJPA

	Revenues Received	Budget Remaining
100101B Landowner Contributions (Revenue)	\$ 240,000.00	\$ 240,000.00
100311 Member Agency Assessment (LEJPA)	\$ 240,000.00	\$ -

[1] RD 2084 will be eligible for subvention funding for FY 22-23 expenses. State Reimbursements are assumed to occur in June of the following fiscal year.

[2] Expenses assumed eligible for State Subventions funding. Based on conversation with MBK.

[3] Includes expense reimbursements for RD2084 and LEJPA activities.

[4] Account includes carryover general funds and Subvention reimbursement from 20/21 costs.

[5] 400000 Series expenses anticipated to be 100% reimbursable by FEMA under DR-4683

Invoice 1

**Larsen Wurzel & Associates, Inc.**

2450 Venture Oaks Way, Suite 240
Sacramento, CA 95833
Phone (530) 665-8222 Fax (530) 406-1335

INVOICE

DATE: March 28, 2023
INVOICE # 1912000-0223
FOR: RD 2084 Little
Egbert Tract

BILL TO:

Reclamation District 2084
Attn: Mark Young
PO Box 698
Rio Vista, CA 94571

Professional Services: From **February 1, 2023** through **February 28, 2023**

Contract Term: 11/01/2019 to 6/30/2023

DATE	DESCRIPTION	HOURS	RATE	AMOUNT
2/28/2023	1912120: RD 2084 Administration Principal: Eric Nagy	2.00	\$260.00	\$520.00
2/28/2023	Associate Project Manager: Madeline Baker	8.75	\$236.00	\$2,065.00
2/28/2023	1912130: RD 2084 Financial Management Senior Analyst: Jeff Brown	11.75	\$172.00	\$2,021.00
SUBTOTAL TASK 1912120				\$2,585.00
SUBTOTAL TASK 1912130				\$2,021.00
TOTAL				\$4,606.00

Signature: _____

Thank you for the opportunity to serve you!

Please make all checks payable to **Larsen Wurzel & Associates, Inc.**
Payment Due by 4/29/2023

Budget Summary:	Amount	% of Total
Contract Amount 1912000	\$145,488.00	
Amendment No. 1	\$179,100.00	
Amendment No. 2	\$81,264.00	
Amendment No. 3	\$91,320.00	
Amendment No. 4	\$56,484.00	
Total Contract Amount	\$553,656.00	
Current Billings	\$4,606.00	0.8%
Prior Billings	\$514,593.64	92.9%
Total to Date	\$519,199.64	93.8%
Remaining Contract Authorization	\$34,456.36	6.22%

LWA Hours Detail RD 2084 Little Egbert Tract

1912120: RD 2084 Administration

Staff	Date	Code	Hours	Total	Description
Nagy	2/2/23	1912120	1.00	\$260.00	Prepare for and participate in the monthly RD 2084 Board Meeting; Coordination w/ Young (2084) and Baker (LWA) re same.
Baker	2/2/23	1912120	1.25	\$295.00	Attend and lead RD 2084 Board meeting.
Baker	2/7/23	1912120	0.25	\$59.00	Submit Harris oath of office.
Baker	2/8/23	1912120	1.00	\$236.00	Start RD 2084 minutes.
Nagy	2/21/23	1912120	0.25	\$65.00	Discussion w/ J Brown (LWA) re scale of January PG&E Invoice for RD 2084.
Nagy	2/23/23	1912120	0.75	\$195.00	Draft RD 2084 AB345 Support Letter for Board consideration; Coordinate w/ Baker (LWA) and Young (2084) re same.
Baker	2/21/23	1912120	0.50	\$118.00	Set RD 2084 agenda.
Baker	2/22/23	1912120	0.25	\$59.00	Coordinate with Smith on agenda posting.
Baker	2/23/23	1912120	2.00	\$472.00	Finalize draft RD 2084 agenda and distribute for edits; Draft RD 2084 minutes.
Baker	2/24/23	1912120	1.50	\$354.00	Wrap up board packet; Coordinate with Beltran.
Baker	2/27/23	1912120	2.00	\$472.00	Load agenda onto web; Update Board Packet with engineers report; Load board packet to website.

Total Hours Task 1912120	\$2,585.00	
Total Direct Expenses Task 1912120	\$0.00	<i>(Refer to Direct Expense Detail)</i>
Total Task 1912120	\$2,585.00	

<i>Subtotal</i>	Nagy	2.00	\$520.00	
<i>Subtotal</i>	Baker	8.75	\$2,065.00	
Total Hours Task 1912120		10.75	\$2,585.00	

1912130: RD 2084 Financial Management

Staff	Date	Code	Hours	Total	Description
J. Brown	2/2/23	1912130	1.25	\$215.00	Prepared for and attended Board meeting.
J. Brown	2/10/23	1912130	2.00	\$344.00	Processing 1099s and 1096 for Federal Tax reporting. Coordination of site visit by insurance inspector.
J. Brown	2/16/23	1912130	0.75	\$129.00	Processed LEJPA rep stipend invoice and logged deposit.
J. Brown	2/17/23	1912130	0.75	\$129.00	Began processing agency payables.
J. Brown	2/20/23	1912130	3.75	\$645.00	Processed payables, created checks, produced financial managers' report.
J. Brown	2/21/23	1912130	1.50	\$258.00	Agenda setting meeting. Delivered checks to Westervelt offices. Messaged Young regarding site power January invoice increase.
J. Brown	2/22/23	1912130	0.75	\$129.00	Finalized financial managers' report.
J. Brown	2/27/23	1912130	0.50	\$86.00	Reviewed payables.
J. Brown	2/28/23	1912130	0.50	\$86.00	Review notes and correspond with District Engineer regarding emergency invoices.

Total Hours Task 1912130	\$2,021.00	
Total Direct Expenses Task 1912130	\$0.00	<i>(Refer to Direct Expense Detail)</i>
Total Task 1912130	\$2,021.00	

<i>Subtotal</i>	J. Brown	11.75	\$2,021.00	
Total Hours Task 1912130		11.75	\$2,021.00	

Total Hours January 2023	22.50
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Invoice 2



ENERGY STATEMENT

www.pge.com/MyEnergy

Account No: 1966226048-8
Statement Date: 04/06/2023
Due Date: 04/24/2023

Service For:

RECLAMATION DISTRICT 2084
Please see details page.

Questions about your bill?

Agricultural Specialist available:
Mon-Fri: 7am to 6pm
1-877-311-3276
www.pge.com/MyEnergy

Ways To Pay

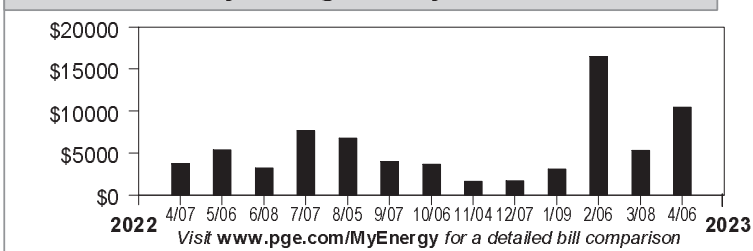
www.pge.com/waystopay

Your Account Summary

Amount Due on Previous Statement	\$21,910.86
Payment(s) Received Since Last Statement	-21,910.86
Previous Unpaid Balance	\$0.00
Current PG&E Electric Delivery Charges	\$6,037.21
MCE Electric Generation Charges	4,487.39

Total Amount Due by 04/24/2023 **\$10,524.60**

Electric Monthly Billing History



Important Messages

Your charges on this page are separated into delivery charges from PG&E and generation or procurement charges from an energy provider other than PG&E. These two charges are for different services and are not duplicate charges.

Call 811 before you dig. A common cause of pipeline accidents is damage from digging. If you plan on doing any digging, such as planting a tree or installing a fence, please call **811** at least two working days before you dig. One free call will notify underground utilities to mark the location of underground lines, helping you to plan a safe project.

Please return this portion with your payment. No staples or paper clips. Do not fold. Thank you.

99901966226048800010524600001052460



Account Number: Due Date:
1966226048-8 04/24/2023

Total Amount Due:
\$10,524.60

Amount Enclosed:

\$

RECLAMATION DISTRICT 2084
2450 VENTURE OAKS WAY STE 240
LARSEN WURZEL & ASSOCIATES
SACRAMENTO, CA 95833-4225

PG&E
BOX 997300
SACRAMENTO, CA 95899-7300



ENERGY STATEMENT

www.pge.com/MyEnergy

Account No: 1966226048-8
Statement Date: 04/06/2023
Due Date: 04/24/2023

Important Phone Numbers - Monday-Friday 7 a.m.-7 p.m., Saturday 8 a.m.-5 p.m.

Customer Service (All Languages; Relay Calls Accepted) 1-800-743-5000 TTY 7-1-1

Servicio al Cliente en Español (Spanish) 1-800-660-6789
華語客戶服務 (Chinese) 1-800-893-9555

Dịch vụ khách tiếng Việt (Vietnamese) 1-800-298-8438
Business Customer Service 1-800-468-4743

Rules and rates

You may be eligible for a lower rate. Find out about optional rates or view a complete list of rules and rates, visit www.pge.com or call 1-800-743-5000.

If you believe there is an error on your bill, please call 1-800-743-5000 to speak with a representative. If you are not satisfied with our response, contact the California Public Utilities Commission (CPUC), Consumer Affairs Branch (CAB), 505 Van Ness Avenue, Room 2003, San Francisco, CA 94102, 1-800-649-7570 or 7-1-1 (8:30 AM to 4:30 PM, Monday through Friday) or by visiting www.cpuc.ca.gov/complaints/.

To avoid having service turned off while you wait for the outcome of a complaint to the CPUC specifically regarding the accuracy of your bill, please contact CAB for assistance. If your case meets the eligibility criteria, CAB will provide you with instructions on how to mail a check or money order to be impounded pending resolution of your case. You must continue to pay your current charges while your complaint is under review to keep your service turned on.

If you are not able to pay your bill, call PG&E to discuss how we can help. You may qualify for reduced rates under PG&E's CARE program or other special programs and agencies may be available to assist you. You may qualify for PG&E's Energy Savings Assistance Program which is an energy efficiency program for income-qualified residential customers.

Important definitions

Rotating outage blocks are subject to change without advance notice due to operational conditions.

Demand charge: Many non-residential rates include a demand charge. Demand is a measurement of the highest usage of electricity in any single fifteen (or sometimes five) minute period during a monthly billing cycle. Demand is measured in kilowatts (or kW). High demand is usually associated with equipment start-up. By spreading equipment start-ups over a longer period of time, you may be able to lower demand and reduce your demand charges.

Time-of-use electric prices are higher every day during afternoons and evenings, and lower at other times of the day. Prices also change by season, with higher prices in the summer and lower prices in the winter.

Wildfire Fund Charge: Charge on behalf of the State of California Department of Water Resources (DWR) to fund the California Wildfire Fund. For usage prior to October 1, 2020, this charge included costs related to the 2001 California energy crisis, also collected on behalf of the DWR. These charges belong to DWR, not PG&E.

Power Charge Indifference Adjustment (PCIA): The PCIA is a charge to ensure that both PG&E customers and those who have left PG&E service to purchase electricity from other providers pay for the above market costs for electric generation resources that were procured by PG&E on their behalf. 'Above market' refers to the difference between what the utility pays for electric generation and current market prices for the sale of those resources. Visit www.pge.com/cca.

Wildfire Hardening Charge: PG&E has been permitted to issue bonds that enable it to recover more quickly certain costs related to preventing and mitigating catastrophic wildfires, while reducing the total cost to its customers. Your bill for electric service includes a fixed recovery charge called the Wildfire Hardening Charge that has been approved by the CPUC to repay those bonds. The right to recover the Wildfire Hardening Charge has been transferred to a separate entity (called the Special Purpose Entity) that issued the bonds and does not belong to PG&E. PG&E is collecting the Wildfire Hardening Charge on behalf of the Special Purpose Entity. For details visit: www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_PRELIM_JF.pdf.

Recovery Bond Charge/Credit: Your bill for electric service includes a charge that has been approved by the CPUC to repay bonds issued for certain costs related to catastrophic wildfires. Separately, a PG&E trust provides a customer credit equal to the charge for customers. Visit www.pge.com/billexplanation for additional details on charge item.

Gas Public Purpose Program (PPP) Surcharge. Used to fund state-mandated gas assistance programs for low-income customers, energy efficiency programs, and public-interest research and development.

Visit www.pge.com/billexplanation for more definitions. To view most recent bill inserts including legal or mandated notices, visit www.pge.com/billinserts.

See the table reflecting "Your Electric Charges Breakdown" on the last page

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Please do not mark in box. For system use only.

Update My Information (English Only)

Please allow 1-2 billing cycles for changes to take effect

Account Number: 1966226048-8

Change my mailing address to: _____

City _____ State _____ ZIP code _____

Primary Phone _____ Primary Email _____

Ways To Pay

- **Online via web or mobile at www.pge.com/waystopay**
- **By mail:** Send your payment along with this payment stub in the envelope provided.
- **By debit card, Visa, MasterCard, American Express, or Discover:** Call 877-704-8470 at any time. (Our independent service provider charges a fee per transaction.)
- **At a PG&E payment center or local office:** To find a payment center or local office near you, please visit www.pge.com or call 800-743-5000. Please bring a copy of your bill with you.



ENERGY STATEMENT

www.pge.com/MyEnergy

Account No: 1966226048-8
Statement Date: 04/06/2023
Due Date: 04/24/2023

Summary of your energy related services

	Meter Number	Usage	Amount
Service For: RIO VISTA .2 MI N/RYER			
Service Agreement ID: 1969871128			
PG&E Electric Delivery Charges	1009485877	33,958.400000 kWh	\$4,472.90
Service Agreement ID: 1962948866			
MCE Electric Generation Charges		33,958.400000 kWh	\$3,303.42
Total			\$7,776.32
Service For: NWILLOW RANCH			
Service Agreement ID: 1960301236			
PG&E Electric Delivery Charges	1008837252	9,359.533000 kWh	\$1,564.31
Service Agreement ID: 1962038152			
MCE Electric Generation Charges		9,359.500000 kWh	\$1,183.97
Total			\$2,748.28



ENERGY STATEMENT

www.pge.com/MyEnergy

Account No: 1966226048-8
Statement Date: 04/06/2023
Due Date: 04/24/2023

Details of PG&E Electric Delivery Charges

03/02/2023 - 03/30/2023 (29 billing days)

Service For: RIO VISTA .2 MI N/RYER
Service Agreement ID: 1969871128
Rate Schedule: AGC Ag35+ kW High Use

03/02/2023 – 03/30/2023

Customer Charge	29 days @ \$1.43343	\$41.57
Demand Charge ¹		
Max Demand	115.840000 kW @ \$14.62000	1,693.58
Energy Charges		
Peak	4,214.240000 kWh @ \$0.20295	855.28
Off Peak	29,744.160000 kWh @ \$0.17726	5,272.45
Generation Credit		-3,430.39
Power Charge Indifference Adjustment		6.45
Franchise Fee Surcharge		33.96

Total PG&E Electric Delivery Charges \$4,472.90

¹ Demand charges are prorated for the number of days in each rate period

2019 Vintaged Power Charge Indifference Adjustment

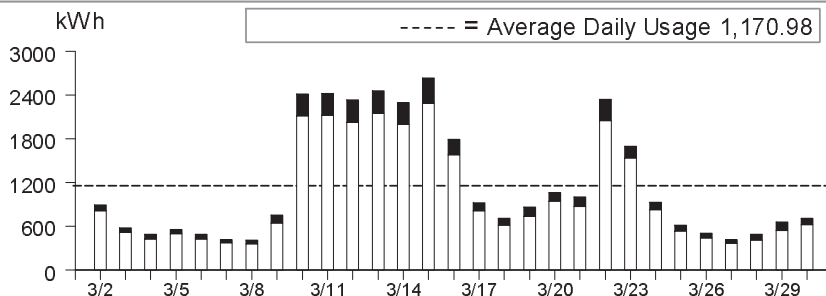
Average Daily Usage (kWh / day)

Last Year	Last Period	Current Period
411.30	460.08	1,170.98

Service Information

Meter #	1009485877
Total Usage	33,958.400000 kWh
Serial	H
Rotating Outage Block	50

Electric Usage This Period: 33,958.400000 kWh, 29 billing days



	Usage	Energy Charges
■ Peak ¹	12.41%	\$855.28
□ Off Peak ²	87.59%	\$5,272.45

¹Peak: Year-round, Daily, 5:00pm-8:00pm;

²Off Peak: All Other Hours



ENERGY STATEMENT

www.pge.com/MyEnergy

Account No: 1966226048-8
Statement Date: 04/06/2023
Due Date: 04/24/2023

Details of MCE Electric Generation Charges

03/02/2023 - 03/30/2023 (29 billing days)

Service For: RIO VISTA .2 MI N/R/YER
Service Agreement ID: 1962948866 ESP Customer Number: 1969871128

03/02/2023 – 03/30/2023

Rate Schedule: AGC				
Off Peak Winter	29,744.160000	kWh @ \$0.09400		\$2,795.95
Peak Winter	4,214.240000	kWh @ \$0.11800		497.28
		Net Charges	3,293.23	
Energy Commission Tax				10.19

Total MCE Electric Generation Charges **\$3,303.42**

For questions regarding charges on this page, please contact:
MCE
1-888-632-3674
info@mcecleanenergy.org

Additional Messages
MCE is a not-for-profit, public agency that sources 60-100% renewable energy for your electricity supply.

MCE's generation charges replace what PG&E would otherwise charge you for electric generation. These charges are refunded to you in the 'Generation Credit' line on the 'Details of PG&E Electric Delivery Charges' page of your statement. PG&E continues to provide electric delivery and billing services. Gas services are not provided by MCE.

If you have any questions about MCE, please visit us online at www.mceCleanEnergy.org, or visit our local offices at:

MCE
1125 Tamalpais Avenue
San Rafael, CA 94901
or
MCE
2300 Clayton Road, Suite 1150
Concord, CA 94520

We're happy to help!

MCE is committed to protecting our customer privacy. Learn more about our privacy policy at mceCleanEnergy.org/privacy.



ENERGY STATEMENT

www.pge.com/MyEnergy

Account No: 1966226048-8
Statement Date: 04/06/2023
Due Date: 04/24/2023

Details of PG&E Electric Delivery Charges

03/02/2023 - 03/30/2023 (29 billing days)

Service For: NWILLOW RANCH
Service Agreement ID: 1960301236
Rate Schedule: AGB Ag35+ kW Med Use

03/02/2023 – 03/30/2023

Customer Charge	29 days @ \$0.91565	\$26.55
Demand Charge ¹		
Max Demand	16.868000 kW @ \$8.16000	137.64
Energy Charges		
Peak	1,197.476000 kWh @ \$0.30598	366.40
Off Peak	8,162.057000 kWh @ \$0.27672	2,258.60
Generation Credit		-1,236.02
Power Charge Indifference Adjustment		1.78
Franchise Fee Surcharge		9.36

Total PG&E Electric Delivery Charges \$1,564.31

¹ Demand charges are prorated for the number of days in each rate period

2019 Vintaged Power Charge Indifference Adjustment

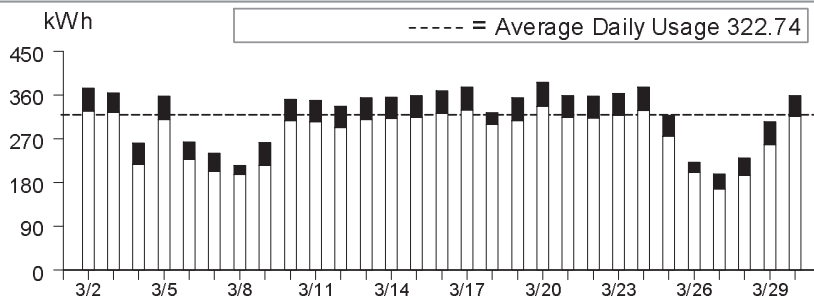
Average Daily Usage (kWh / day)

Last Year	Last Period	Current Period
71.31	186.01	322.74

Service Information

Meter #	1008837252
Total Usage	9,359.533000 kWh
Serial	R
Rotating Outage Block	50

Electric Usage This Period: 9,359.533000 kWh, 29 billing days



	Usage	Energy Charges
■ Peak ¹	12.79%	\$366.40
□ Off Peak ²	87.21%	\$2,258.60

¹Peak: Year-round, Daily, 5:00pm-8:00pm;

²Off Peak: All Other Hours



ENERGY STATEMENT

www.pge.com/MyEnergy

Account No: 1966226048-8
Statement Date: 04/06/2023
Due Date: 04/24/2023

Details of MCE Electric Generation Charges

03/02/2023 - 03/30/2023 (29 billing days)

Service For: NWILLOW RANCH
Service Agreement ID: 1962038152 ESP Customer Number: 1960301236

03/02/2023 – 03/30/2023

Rate Schedule: AGB				
Off Peak Winter	8,162.057000	kWh @ \$0.12300		\$1,003.93
Peak Winter	1,197.476000	kWh @ \$0.14800		177.23
		Net Charges	1,181.16	
Energy Commission Tax				2.81

Total MCE Electric Generation Charges **\$1,183.97**

For questions regarding charges on this page, please contact:
MCE
1-888-632-3674
info@mcecleanenergy.org

Additional Messages

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San Rafael, CA 94901
or
MCE
2300 Clayton Road, Suite 1150
Concord, CA 94520

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ENERGY STATEMENT

www.pge.com/MyEnergy

Account No: 1966226048-8
Statement Date: 04/06/2023
Due Date: 04/24/2023

Your Electric Charges Breakdown (from page 2)	
Transmission	\$1,549.91
Distribution	3,090.65
Electric Public Purpose Programs	975.60
Nuclear Decommissioning	58.48
Wildfire Fund Charge	229.59
Recovery Bond Charge	345.68
Recovery Bond Credit	-345.68
Wildfire Hardening Charge	100.49
Competition Transition Charges (CTC)	11.70
Energy Cost Recovery Amount	-30.76
PCIA	8.23
Taxes and Other	43.32
Total Electric Charges	\$6,037.21

ENCLOSURE 6

AGENDA ITEM 8.b

DRAFT BUDGET

Account Line Item Description		Initial Proposed 23/24 Budget	Notes
REVENUES (Funds 100 and 200)			
100100	Carryover from 22/23 ^[1]	\$20,000	
100101A	Assessment to Landowner	\$351,704	
100102	Five-Year Plan Funding	\$0	Anticipated to close in 22/23 FY
100103	Delta Levee Subventions Program ^[1]	\$204,375	Amount will likely be included in carryover from 22/23
100104	FEMA Emergency Funds	\$50,000	New Program
TOTAL REVENUES (Funds 100 and 200)		\$626,079	
GO&A EXPENSES (Fund 100)			
Personnel:			
100201	President/Trustees/Officers	\$0	
100202	Support Staff	\$0	
100203	LEJPA - Special Representatives	\$18,000	
100204	Board Member Compensation	\$9,600	
Subtotal Personnel		\$27,600	
Administrative Contract Services:			
100301	Administrative Support	\$70,800	
100302	Legal Support	\$5,400	
100303a	Engineering Support	\$0	
100303b	Engineering Support - Subventions ^[2]	\$50,000	
100304	Accounting	\$7,500	
100308	Five-Year Plan Development	\$600	Anticipated to close in 22/23 FY
Subtotal Administrative Contract Services		\$134,300	
Services and Supplies: ^[3]			
100502	Post Office Box Renewal	\$225	
100505	Website & Hosting	\$390	
100508c	CCVFCA - Dues	\$1,145	
100510	Liability Insurance	\$7,000	
100512	Umpqua Bank Fees	\$5	Wire Transfer Fees
100513	CA SWRCB Annual Fee	\$400	
Subtotal Services / Supplies		\$9,165	
TOTAL GO&A EXPENSES (Fund 100):		\$171,065	
O&M EXPENSES (Fund 200):			
200200	Levee Slope/ Bench Mowing ^[2]	\$10,000	
200201	Rodent Control ^[2]	\$10,000	
200202	Levee Top & Access Road Maintenance ^[2]	\$75,000	
200203	Drainage Channel Clearing	\$5,000	
200204	Pump Station O&M	\$4,200	
200205	Electrical Power	\$41,250	
200206	Misc. Supplies (pump oil, etc.)	\$0	
200207	General Maintenance ^[2]	\$0	
200208	Misc. O&M	\$2,000	
200209	Brush Removal/Herbicide ^[2]	\$50,000	Combines brush removal and herbicide application.
200210	Emergency Monitoring/Gaging and Response ^[2]	\$2,500	
200211	Environmental (CDFW, CEQA, etc.) ^[2]	\$0	Previously RMA Permit, now ALL Environmental Permits
200212	Waterside Slope Maintenance ^[2]	\$125,000	
200213	WSM - Design & Permitting ^[2]	\$75,000	
200214	Remove or Modify Encroachments ^[2]	\$25,000	
TOTAL O&M EXPENSES (Fund 200):		\$424,950	
EMERGENCY RESPONSE EXPENSES (Fund 400):			
400204	Pump Station O&M ^[3]	\$5,690	Emergency Declared 2/2023
400205	Electrical Power ^[3]	\$21,911	
400206	Misc. Supplies (pump oil, etc.) ^[3]	\$0	
400207	General Maintenance ^[3]	\$0	
400210	Emergency Monitoring/Gaging and Response ^[3]	\$2,463	
TOTAL EMERGENCY RESPONSE EXPENSES (Funds 400):		\$30,064	
TOTAL AGENCY EXPENSES (Funds 100 200 and 400):		\$626,079	

[1] RD 2084 will be eligible for subvention funding for FY 23-24 expenses. State Reimbursements are assumed to occur in June of the following fiscal year.

[2] Expenses assumed eligible for State Subventions funding. Based on conversation with MBK.

[3] Expenses assumed eligible for FEMA Funding, based on conversation with MBK.

PASS THROUGH FUNDS (TO LEJPA):	
100101B	Landowner Contributions (Revenue)
100311	Member Agency Assessment (LEJPA)